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8 UNITED STATES BANKRUPTCY COURT
9

SOUTHERN DISTRICT OF CALIFORNIA

10 In Re:) Case No. 08-07659-T7
11 SAMUEL E. SINGH) Adversary Proceeding
12) No.: 08-90513
12 Debtor)
13) CROSS CLAIM TO DETERMINE
13) NONDISCHARGEABILITY
13) OF DEBT
14 SAMUEL E. SINGH)
15 Cross-Claimant)
16 v.)
17 MARCUS FAMILY LAW CENTER, PLC.)
AND ETHAN MARCUS)
18)
18 Cross-Defendants)
19)

20 Cross-Claimant, Debtor, SAMUEL E. SINGH, (SINGH) brings this
21 action against the above-named Cross-Defendants, MARCUS FAMILY
22 LAW CENTER, PLC, (MFLC) and ETHAN MARCUS (MARCUS) as follows:
23 1. This is an action under the Truth in Lending Act, 15 USC
24 section 1601, et. seq.
25 2. This Court has jurisdiction under 15 USC 1640 and 28 USC
26 sections 1331 and 1337.
27 3. Venue in this Court is proper as all events in question took
28 place here.

1 4. Cross-Claimant is an individual who resides at, 636 Costa Azul
2 Street, Imperial, California.

3 5. MFLC and MARCUS operate a law office located at 732 State
4 Street, El Centro, California.

5 6. MFLC and MARCUS at their insistence prepared an attorney
6 retainer contract, attached as Exhibit A, to the adversarial
7 proceeding filed by Cross-Defendants, which is incorporated by
8 this reference.

9 7. Cross-Claimant was induced to sign the contract as a condition
10 of retention for legal services.

11 8. Exhibit A provides for payment of interest at the rate of 1.5%
12 per month.

13 9. Cross-Defendants did not furnish Cross-Claimant with any of
14 the disclosures required by the Truth in Lending Act 15 USC
15 section 1601 et. Seq., in connection with this transaction.

16 10. The purpose of Exhibit A is to bind Cross-Claimant into a
17 binding contract without giving disclosure of the financing terms
18 required by the Truth in Lending Act.

19 WHEREFORE, Cross-Claimant prays for the following relief:

20 a. Statutory damages;
21 b. Attorney's fees, litigation expenses, and costs, and;
22 c. For such and further relief as the Court deems just and
23 proper.

24

25 December 17, 2008

/s/ John F. Lenderman
JOHN F. LENDERMAN
Attorney for Debtor/Cross-Claimant

27

28

1 In Re: SAMUEL E. SINGH

2 CERTIFICATE OF SERVICE

3 I, the undersigned whose address appears below, certify:

4 That I am, and at all times hereinafter mentioned was, more
5 than 18 years of age;

6 That on December 17, 2008, I served a true copy of the **CROSS**
7 **CLAIM TO DETERMINE NONDISCHARGEABILITY OF DEBT**, by sealing and
8 depositing in the United States mail at El Centro, California and
9 with postage fully prepaid on envelope, containing the above-
10 described copy, on:

11 **GREGORY A. AKERS**
Chapter 7 Trustee
12 P. O. Box 26219
San Diego, CA 92196

13 **US TRUSTEE**
14 402 West Broadway, Suite 600
San Diego, CA 92101-8511

15 **ETHAN MARCUS**
16 **MARCUS FAMILY LAW CENTER, PLC.**
732 State Street
17 El Centro, CA 92243

18 I certify under penalty of perjury, under the law of the
19 State of California, that the foregoing statement is true and
20 correct.

21 Executed on December 17, 2008

22
23 /s/ Lynn Mavila
LYNN MAVILA
24 303 South 8th Street
El Centro, CA 92243